Some of the Western and Southern states agree that a greater degree of diligence must be exercised by the driver of vehicles at a street crossing than is required of pedestrians. *Carter v. Chambers*, 79 Ala. 223; *Sykes v. Lawlor*, 49 Cal. 236. The general rule in this country and in England is, however, that their rights and obligations are correlative and each owes the other a duty to avoid accident. *Reens v. Mail & Express Put. Co.*, 30 N. Y. Supp. 913; *Baker v. Fehr*, 97 Pa. 70. And if such pedestrian crosses a city street where moving vehicles are numerous without looking in both directions along the street and is injured, he may be guilty of contributory negligence. *Barker v. Savage*, 45 N. Y. 191; *Belton v. Baxter*, 54 N. Y. 245. But if the plaintiff by the use of ordinary care, under the circumstances might have avoided the consequences of the defendant's negligences, and did not, the case is one of mutual fault and no recovery is allowed. *Cooley on Torts*, 2d Ed. p. 812 and cases cited; *Murphy v. Deane*, 101 Mass. 455. Yet, if the defendant discovered the negligence of the plaintiff in time, and by the use of ordinary care could have prevented the injury and did not do so, an action will lie against him. *Thomp. on Neg.* Vol. II., 1157. To have this rule apply, however, the negligence of the one must be subsequent to that of the other. *Bigelow on Torts*, 311; *Beach on Cont. Neg.*, 59. In all such cases this question of contributory negligence is generally one of fact for the jury. *Orr v. Garabold*, 85 Ga. 373; *Peltier v. Bradley Darn v. Carrington Co.*, 67 Conn. 42.

INDICTMENT AND INFORMATION—CONVICTION OF LESSER OFFENCE—STATUTORY PROVISIONS—STATE V. MATTHEWS, 55 S. E. 342 (N. C.)—*Held*, that under an indictment for murder in the first degree, the jury may find accused guilty of murder in the second degree.

Under an indictment for murder in the first degree, the accused may be convicted of any degree of murder, or manslaughter, for the unlawful killing of the identical person charged by the identical means charged in the indictment. *Keefe v. The People*, 40 N. Y. 384. One indicted in the usual form for murder may be convicted of manslaughter, because, if the averment that the killing was with malice aforethought be negatived or stricken from the indictment, there remains a sufficient charge of manslaughter. *Giskie v. The State*, 71 Wis. 612. Wherever a person is charged upon information with the commission of an offence under one section of the statutes, and the offence charged includes another offence under another section of the statutes, the defendant may be found guilty of either offence. *State v. Burwell*, 34 Kan. 312.

INSURANCE—SUICIDE BY THE INSURED—VALIDITY OF PROVISION—THAXTON V. METROPOLITAN INSURANCE CO., 55 S. E. 419. *Held*, A provision in an insurance policy that if the insured, within one year from its issue, die by his own hand, whether sane or insane, the company shall be liable only for the premium paid, is valid. Walker, J., *dissenting*.

Where one person kills himself when his reasoning faculties were so impaired that he was unable to understand the consequence and effect of his act, or was impelled thereto by an irresistable insane impulse, the beneficiaries under the policy could maintain an action and the clause in the policy is void. *Mutual Life Insurance Co. v. Walden*, 26 S. W. 10, 12; *Insurance Company v. Akens*, 150 U. S. 468. When one intentionally drowned himself with the knowledge of the consequence of the deed, the beneficiary could main-

tain an action irrespective of the clause in the policy. *Boileau v. Insurance Company*, W'kly Notes Cas. 145. When a person so unfortunate as to have his power of reasoning impaired and not to understand the moral character, the general nature, consequence and effects of the act he is about to commit, which he cannot resist, such death is not within the contemplation of the parties to the contract and the insurer is liable. *Life Insurance Co. v. Terry*, 15 Wall 508.

INTEREST—COMPUTATION—COMPOUND INTEREST.—INHABITANTS OF TISBURY v. VINEYARD HAVEN WATER CO., 79 N. E. 256 (MASS.). *Held*, that where interest is to be allowed on money due, the computation is to be of simple interest, unless there is an express requirement to the contrary.

The common law rule, not to allow compound interest, has been generally followed in the United States, *Wilson v. Davis*, 1 Mont. 183; and compound interest is recoverable only when statutes so provide. *Denver Brick Mf'g Co. v. McAllister*, 6 Colo. 261. But the law favors interest upon interest in special cases of fiduciary relations. *Wofford v. Wyly*, 72 Ga. 863. As in the case of decedent's solvent estate in payment of his debts. *Ellicott v. Ellicott* 6 Gill & J. 35. Or where money is withheld by reason of neglect or intentional misconduct of the debtor. *Royner v. Bryson*, 29 Md. 473. And principal and interest may be aggregated to date of judgment and interest upon the aggregate reckoned from that date. *Stanton v. Woodcock*, 19 Ind. 273. However in the case of judgment on appeal interest is calculated on the principal of the original debt. *Tindall v. Meeker*, 2 Ill. 137. And compound interest is not recoverable on a bill to redeem a mortgage which is to secure an annual interest bearing note. *Kittredge v. McLaughlin*, 38 Me. 513; *Hyde v. Brown*, 5 La. 33.

LANDLORD AND TENANT — INJURY FROM DEFECT — CONTRIBUTORY NEGLIGENCE OF TENANT.—REAMS v. TAYLOR (87 PAC. 1089) (UTAH.), *Held*, though a landlord break a covenant to cover a cellarway, he is not liable for injuries to a tenant who falls therein, where, knowing the nature of the defect, the tenant fails to exercise her right to repair the defect and deduct the expense from the rent, or to surrender the premises, and exposes herself to the risk of injury.

The cases in point seem to sustain this decision and one court goes so far as to state that when the plaintiff was fully aware of the facts the plaintiff's fault was as much responsible for the injuries as the defendant's. *Town v. Armstrong*, 75 Mich. 580; *Quinn v. Perham*, 151 Mass. 162. The question of contributory negligence forms the basis of these cases and it has been held that in order to support an action for negligent injury the plaintiff must prove himself free from contributory negligence. *Mahon v. Burns*, 34 N. Y. Supp. 91. It is even said that from the moment of transfer neither party is bound to improve on the premises and that if a landlord should enter for any such purpose the tenant might forcibly eject him. *Weir v. Simpson*, 2 Phila. 158. In one jurisdiction it was held that the landlord only had to make the premises fit for hiring purposes and that the tenant knowing of defects and not repairing them was guilty of contributory negligence if he sustains injuries by reason of said defects. *Daley v. Quich*, 99 Cal. 179.

MASTER AND SERVANT—MACHINERY INSPECTION—DELEGATION OF DUTY. —CLARK v. GOLDIE—109 N. W. 1044 (MICH.). *Held*, that the duty of a master to inspect machinery to determine its safety cannot be delegated but